ORDER FOR SUPPLIES OR SERVICES

Page 1 of 2

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503.

| 1. CONTRACT/PURCH ORDER NO. DAAB15 99 A 1002 | 2. DELIVERY ORDER NO. EP21 | 3. DATE OF ORDER 19-Nov-04 | 4. REQ/PURCH REQ NO. Various - See Page 2 | 5. CERTIFIED FOR NAT'L DEFENSE UNDER DMS REG 1 |

6. ISSUED BY   CODE: N00104
Naval Inventory Control Point
5450 Carlisle Pike, Code 0272
PO Box 2020
Mechanicsburg PA 17055-0788
POC: william_huber@navy.mil (717) 605-3210

7. ADMINISTERED BY: (If other than 6) CODE:
Same as Block #6

8. DELIVERY FOB
[X] DESTINATION
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR/QUOTER   CODE: 7V349   FACILITY CODE:
Name and Address
Oracle
1910 Oracle Way
Reston VA 20190

10. DELIVER TO FOB POINT BY: See Schedule
11. Mark if Business is: [ ] Small [ ] Small Disadv. [ ] Woman-Owned
12. DISCOUNT TERMS: Net 30 days
13. MAIL INVOICES TO: See Block #15

14. SHIP TO: CODE:
SPAWAR Systems Center - San Diego
53560 Hull Street
Attn: Barbara Johnson
San Diego CA 92152

15. PAYMENT WILL BE MADE BY: CODE:
DFAS, Pensacola Operating Location
Code FPV
P. O. Box 33900
Pensacola FL 32508-3900

MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

| 16. TYPE OF ORDER | DELIVERY | X | This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. |
| | PURCHASE | | Reference your Quote of 13 Oct 2004 |

ACCEPTANCE: THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED P.O. AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

| ORACLE CORPORATION | _(signature)_ | CRAIG GUARENTE, CONTRACTS VP | 29-NOV 2004 |
| NAME OF CONTRACTOR | SIGNATURE | TYPED/NAME & TITLE | DATE SIGNED |

[X] If this box is marked, supplier must sign Acceptance and return the following number of copies: 1

17. ACCOUNTING DATA & APPROPRIATIONS INFORMATION
See Page 2

| 18. ITEM NO. | 19. SCHEDULE OF SUPPLIES/SERVICES | 20. QNTY ORD/ACPT* | 21. UNIT | 22. UNIT PRICE | 23. AMOUNT |
| See Page 2. | | | | | |

DISTRIBUTION:

(1) Contractor
(1) Payment Office (Block #15)
(1) DoN CIO Attn: Floyd Groce
(2) File

(1) Oracle Attn: Anne Ballenger
(1) Ship To (Block 14)
(1) Army CECOM Vivian Voglino
(1) Army Attn: Diane Grim
(1) PEO-IT Fulton Fulton

| *If quantity accepted by the Government is as quantity ordered, indicate by X. If different, accepted below quantity enter actual quantity ordered and encircle. | 24. UNITED STATES OF AMERICA BY: _(signature)_ W. M. HUBER CONTRACTING/ORDERING OFFICER | 25. TOTAL $ RESERVED |
| | | 29. DIFFERENCES |

26. QUANTITY IN COLUMN 20 HAS BEEN [ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED	27. SHIP. NO. [ ] PARTIAL [ ] FINAL	28. D.O. VOUCHER NO.	30. INITIALS
DATE AND SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	31. PAYMENT [ ] COMPLETE [ ] PARTIAL [ ] FINAL	32. PAID BY	33. AMT VERIFIED CORRECT FOR
36. I certify this account is correct and proper for payment			34. CHECK NUMBER
DATE, SIGNATURE, AND TITLE OF CERTIFYING OFFICER			35. BILL OF LADING NO.

| 37. RECEIVED AT | 38. RECEIVED BY | 39. DATE RECEIVED | 40. TOT.CONTAIN. | 41. S/R ACCOUNT NO. | 42. S/R VOUCHER NO. |

DD FORM 1155 DEC 91   Previous editions are obsolete   **CONTRACTOR MUST SUBMIT FOUR COPIES OF INVOICE**

1. The purpose of this Delivery Order is to order Software Maintenance and establish a new Employee -Based Metric for the Navy Shore Community.

2. In accordance with the Contractor's proposal dtd 13 Oct 2004, the following is hereby ordered:

CLIN	SUPPLIES/SERVICES	QTY	UNIT OF ISSUE	UNIT PRICE	TOTAL PRICE
0001	CLIN 1003 FY 05 Software Maintenance for the Navy Based Community as described in Attachment (1)	1	Lt	$RESERVED	$RESERVED
0002	CLIN 1004 Acquisition, Contracting, and Tech Fee	1	Lt	$RESERVED	$RESERVED
	Total Amount				$RESERVED

* NOTE: In addition to CLIN 0002, the Contractor shall pay an additional fee of $RESERVED for a total fee of $RESERVED. This additional fee is 1% of the Contractor collected maintenance of $RESERVED. In summary, the base total support for this period of maintenance is $RESERVED (comprised of $RESERVED + $RESERVED). The total fee for this maintenance is $RESERVED (comprised of $RESERVED + $RESERVED).

3. The Contractor's proposal dtd 13 Oct 2004 is incorporated in this Delivery Order in its entirety as Attachment (1)

4. The following financial information applies:

AA	1751804 QT6M 252 EA1ES 068342 2D 04A6M0 780OR0000OR RCP N00039 05RC FP003 applies	$RESERVED
AB	97X4930 NH3S 000 77777 0 065236 2F 000000 B05RC00008AN RCP N65236 05RC 00008 applies	$RESERVED
AC	97X4930 NEIL 000 77777 0 040080 2F 0001500 VARIOUS5RC21 RCP N40080 05RC PW021 applies	$RESERVED
AD	97X4930 NH3P 000 77777 0 066001 2F 8E0007 D05RC00041AA RCP N66001 05RC 00041 applies	$RESERVED

5. Inspection and Acceptance for CLINs 0001and 0002 shall be by:

SPAWAR System Center
Attn: Barbara Johnson
53560 Hull Street
San Diego CA 92152

6. Period of Performance:

01 October 2004 thru 30 September 2005

7. Regarding Attachment (1), 'Ordering Document', Section IV, Paragraph D, Limitation of Liability: Federal Law and Regulation take precedence if any conflict arises.

ORACLE®

Ordering Document

Customer Name:	Department of Navy Chief Information Officer	Contract Administrator:	William M. Huber	Technical Contact:	Barbara Johnson
Customer Location:	1000 Navy Pentagon Washington, D.C. 20350-1000	Phone:	717-605-3210	Phone:	619.524.9607
		Fax:	717-605-3095	Fax:	619.524.9678
		Email Address:	william.huber@navy.mil	Email Address:	Barbara.a.Johnson@navy.mil

ORACLE CONTRACT INFORMATION

Agreement:	GOVT AGREEMENT
Agreement Name:	Govt-6305-27-May-1999
	This Ordering Document is placed pursuant to the Blanket Purchase Agreement Number DAAB15-99-A-1002 between Oracle and the U.S. Army Communications-Electronics Command Acquisition Center-Washington ("CECOM") with the effective date of May 27, 1999 ("BPA") and the terms set forth below. This Ordering Document applies to the acquisition of Program licenses and services by the Department of Navy Chief Information Officer in support of U.S. Navy only. In the event of any inconsistencies between the Agreement and the terms set forth in this Ordering Document, the terms set forth in this Ordering Document shall take precedence.

Whereas, the Department of Navy Chief Information Officer ("DON CIO", "Customer") desires to migrate previously purchased Program license metrics to Oracle's current license metrics (excludes Database Program licenses);

Whereas, Customer desires to establish an enterprise wide license for its existing Oracle Database Program licenses;

Whereas, enterprise wide licenses are not on the Agreement and for ease of acquisition, Oracle and Customer agree to add such option to this Ordering Document and all applicable terms and conditions of an Oracle enterprise wide license;

Whereas, Customer wishes to have all of the Technical Support for its existing Program licenses terminate annually on September 30th;

Whereas, Oracle is willing to accomplish the above via this Ordering Document;

Now therefore, the parties agree as follows:

EZO 1479650.anieto.10/13/04 ~rev g6

1 PROGRAMS / SERVICES ORDERED AND ASSOCIATED FEES

A. <u>Migrated Licenses</u>. The Migrated License column of <u>Exhibit A</u> is a comprehensive list of the migrated Program licenses that Customer has ordered pursuant to this Ordering Document. All Program licenses ordered pursuant to this Ordering Document are for use in the United States by Customer, unless otherwise specified. The Program license fee for migrated licenses is *RESERVED* and includes the termination of previously acquired Program licenses in Exhibit A. Customer agrees to migrate licenses previously acquired to new license types and/or Program names. The existing licenses to be migrated are specified in the Existing Licenses to be Migrated (Terminated) column in Exhibit A. These licenses are migrated to the number of licenses and license types specified in the Migrated Licenses (New) Column in Exhibit A. All existing licenses that are being migrated are terminated. Customer warrants that it has the authority (1) to terminate, and shall terminate as of the Effective Date of this Ordering Document, the Existing Licenses (Terminated) columns in Exhibit A.; (2) to bind and make decisions, and enter into and implement the migration option agreed to herein, on behalf of all entities within the U.S. Navy, and upon exercise of this option, all U.S. Navy entities shall be bound by terms and conditions of this Ordering Document; and (3) to accept any Technical Support credit for the unused Technical Support associated with such terminated licenses.

Customer acknowledges that the license migration set forth in this section includes partial migration of licenses from CPU Support Identification ("CSI") 3367549 and CSI 3651656. Customer further acknowledges that Technical Support must be maintained in accordance with Oracle's Technical Support Policies for all of the licenses not being migrated under CSI 3367549 and CSI 3651656.

B. <u>Services Detail</u>. Set forth below is a description of the services ordered by Customer hereunder.

1. For purposes of this Ordering Document, technical support (hereinafter "Technical Support") ordered by Customer shall include Product Support and Update Subscription Service (Software Updates). Commencing on the Effective Date of this Ordering Document, the Technical Support fee for all the migrated Program licenses set forth in Exhibit A, for the support period (as that term is defined in Oracle's Technical Support policies which can be found at www.oracle.com/support/index.html?policies.html) of twelve (12) months, is *RESERVED*. The Technical Support fees due under this Ordering Document shall be reduced by the amount of unused Technical Support associated with the migrated existing licenses, provided the invoices for such Technical Support have been paid in full. The amount of unused Technical Support as of September 30, 2004 is *RESERVED* and is reflected in the total fees below.

2. Reinstatement fee amount for the Program licenses set forth in Exhibit A that are to be migrated and are not currently supported, as of September 30, 2004, is *RESERVED*.

3. Program licenses identified in Exhibit B are licenses previously acquired by Customer or previously acquired on behalf of Customer. Such licenses shall be consolidated (not migrated) under this Ordering Document and the Technical Support fee for Program licenses and the support periods detailed in <u>Exhibit B</u> is *RESERVED*. (The Technical Support fee for the renewal of twelve (12) months support of Technical Support for Program licenses in Exhibit B is *RESERVED*.)

4. The table set forth in <u>Exhibit C</u> is a comprehensive list of the Program licenses for which Customer has ordered services (Product Support and Update Subscription Service) (Software Updates) through September 30, 2005 pursuant to Section 1 B.1. and 1 B.2. *RESERVED*

C. Fee Due Under this Ordering Document.

1. The fee due to Oracle under this Ordering Document for the Program licenses ordered in Section I A. above and the services ordered in Section I B. above is *RESERVED*.

2. The detail for this fee is as set forth below:

License Fee for Program licenses ordered in Section I A.1. above: *RESERVED*

Service fee for the Technical Support ordered in Sections I B. above less credit for unused services: *RESERVED*

Reinstatement Fee: *RESERVED*

Subtotal: *RESERVED*

FFS(1%): *RESERVED*

Total: *RESERVED*

II RIGHTS GRANTED AND LICENSES TERMINATED

A. Rights Granted.

1. For the Program licenses set forth in the Migrated License column of Exhibit A, Oracle grants to Customer a nonexclusive license for such Program licenses consistent with the use limitations specified or referenced in the Agreement, this Ordering Document and/or the Program Documentation for the business operations of the Customer.

2. Further, Oracle grants to Customer a nonexclusive enterprise wide license for all U.S. Navy Authorized Shore-Based Personnel authorized by Customer to use the Oracle Database Program ("Navy Database Enterprise License") provided Customer complies with the obligations set forth in Section II A.2.b. below. Customer represents that the total U.S. Navy Authorized Shore-Based Personnel ("Shore-Based Personnel") as of the Effective Date of this Ordering Document does not exceed *RESERVED*.

a. Definitions:

"U.S. Navy Authorized Shore-Based Personnel": A metric type that includes all U.S. Navy Shore-Based Employees and U.S. Navy Shore-Based Contractors licensed to use the Database solely for the U.S. Navy's operations. The quantity of the Programs under this metric type is determined by counting 100% of the number of U.S. Navy Shore-Based Employees and U.S. Navy Shore-Based Contractors (a number which is stipulated in the annual manning estimates in the U.S. Navy Report to Congress). The number of U.S. Navy Authorized Shore-Based Personnel does not reflect the actual number of users using the Database Programs, but rather the maximum number of U.S. Navy Shore-Based Employees and U.S. Navy Shore-Based Contractors authorized to use the Database Programs. Licensed Database Programs with a metric type of U.S. Navy Authorized Shore-Based Personnel may only be used: (i) by U.S. Navy Shore-Based Employees and U.S. Navy Shore-Based Contractors; (ii) by non-human U.S. Navy Shore-Based Employees and U.S. Navy Shore-Based Contractors operated devices with the U.S. Navy's network; and (iii) where such use is limited to the internal business operations of the U.S. Navy.

"U.S. Navy Shore-Based Employee(s)": Full-time or part-time active duty, reserve or Civilian U.S. Navy shore-based employee, not assigned to a ship, including employees of the Office of Naval Intelligence (ONI), Navy Standard Information Personnel System (NSIPS) and EP07 Virtual Submarine Programs, which may or may not be assigned to a ship. U.S. Navy employees may be located in the continental United States, Alaska, Hawaii or at U.S. Military facilities or U.S. Navy operating locations overseas. U.S. Navy Shore-Based Employee(s) do not include Naval Air Systems Command ("NAVAIR") employees.

"U.S. Navy Shore-Based Contractor(s)"; Persons, or authorized employees of groups or entities who are not directly employed by the U.S. Navy but rather are contracted by the U.S. Navy and granted access by the U.S. Navy to the Database Programs licensed regardless of whether the contractor is actually using the Database Programs at any given time or at all. U.S. Navy Shore-Based Contractors shall be on-site contractors or off-site contractors accessing U.S. Navy owned or leased hardware for the purposes of supporting U.S. Navy shore based operations (including Office of Naval Intelligence (ONI), Navy Standard Information Personnel System (NSIPS) and EP07 Virtual Submarine Programs contractors, which may or may not be assigned to a ship). U.S. Navy Contractors may be located in the continental United States, Alaska, Hawaii or at U.S. Military facilities or U.S. Navy operating locations overseas. U.S. Navy Shore-Based Contractor(s) do not include NAVAIR contractors.

b. Verification for U.S. Navy Authorized Shore-Based Personnel. At Oracle's written request, not more frequently than annually, Customer shall furnish Oracle with a signed statement from the U.S. Navy verifying that the Programs are being used pursuant to the provisions of the Agreement and this Ordering Document. Additionally, beginning on November 28, 2004 and every November 28th ("Anniversary Date") thereafter, Customer is required to report to Oracle in writing the then-current total number of U.S. Navy Shore-Based Employees and U.S. Navy Shore-Based Contractors, which shall be as set forth in the annual manning estimates in the U.S. Navy Report to Congress. If, compared to the previous year, that number increased beyond the current U.S. Navy Authorized Shore-Based Personnel quantity, Customer shall be required to place an order for additional licenses of Oracle Database Enterprise Edition and additional associated Technical Support to bring the license into immediate compliance. The total U.S. Navy Authorized Shore-Based Personnel will be restated to the new total so a proper comparison can be done year over year. If, on the annual Anniversary Date, there is no change or a decrease in the total actual number of U.S. Navy Shore-Based Employees and U.S. Navy Shore-Based Contractors, no additional fees are due to Oracle at that time and the number of U.S. Navy Authorized Shore-Based Personnel shall remain unchanged. Customer shall not be entitled to any refund, credit or other consideration of any kind in the event of a reduction in the number of U.S. Navy Shore-Based Employees and U.S. Navy Shore-Based Contractors.

Program	Quantity	Metric Type	License Fee**	Annual Technical Support Fee**
Oracle Database Enterprise Edition	1	U.S. Navy Authorized Shore-Based Personnel	*RESERVED*	*RESERVED*

**Fees are exclusive of any BPA related fees.

For purposes of this Verification section, Customer may acquire the Programs specified in the above table, for the U.S. Navy, through September 30, 2008, provided such Programs are available in production release when ordered and provided that Customer has continuously maintained Technical Support for the Programs licensed on this Ordering Document, or pursuant to an option in this Ordering Document, by paying Oracle the designated license fees . (Oracle shall not have any delivery obligation for Programs in the Navy Database Enterprise License for any additional license acquired pursuant to this Section II.A.2.b.). Customer may also acquire first year Software Updates and first year Product Support for such Programs by paying Oracle the appropriate fees specified in the above table. Technical Support fees are due and payable by Customer quarterly in arrears. The Annual Technical Support fees above shall be prorated to co-terminate on September 30th. Provided Customer continuously maintains Technical Support, Technical Support may be renewed annually and for any support period that commences on or before September 30, 2013, the Technical Support will not increase by more than 0% over prior year's fees.

If on any anniversary date Customer elects not to certify, update the U.S. Navy Authorized Shore-Based Personnel, or provide payment (if appropriate), Customer shall be required to migrate the supported programs contained in the Navy Database Enterprise License to Oracle's standard metrics; any such migration shall be in accordance with the migration policies and license metric(s) based on Oracle's standard fees and terms in effect at the time. Except for credit provided under Oracle's then current migration policy and any credit for unused prepaid technical support, in no event shall Customer be entitled to any refund or other consideration should Customer elect to migrate the Navy Database Enterprise License.

B. **Licensing.** Customer may use Enterprise Edition, Standard Edition, or Personal Edition of the Oracle Database as a part of the Enterprise License for Oracle Database Enterprise Edition. Their combined usage may not exceed the number of U.S. Navy Authorized Shore-Based Personnel licensed under this Navy Database Enterprise License. For any database licensed by the U.S. Navy Authorized Shore-Based Personnel metric, Enterprise Edition Options and Enterprise Managers must match actual Oracle Database Enterprise Edition usage on a server-by-server basis.

C. **License Term.** The Program licenses migrated in Exhibit A do not specify a license term; the Program licenses are perpetual and shall continue unless terminated as otherwise provided in the Agreement.

D. **Use of Program Licenses by Contractors.** Customer warrants that (1) Customer has the authority to bind its contractors to the terms of this Ordering Document; and (2) Customer shall be responsible for any breach of such terms by its contractors and/or third parties authorized by its contractors.

E. **Other Licenses Verification.** At Oracle's written request, not more frequently than annually, Customer shall furnish Oracle with a signed certification verifying that the Programs other than the Database Enterprise Licenses in Exhibit A are being used pursuant to the provisions of this Ordering Document, including any user and other limitations.

F. **Terminated Licenses.** Customer agrees to migrate licenses previously acquired to new license types and/or Program names. The existing licenses to be migrated are specified in the Existing Licenses to be Migrated (Terminated) column in Exhibit A. These licenses are migrated to the number of licenses and license types specified in the Migrated Licenses (New) Column in Exhibit A. All existing licenses that are being migrated are terminated. Customer warrants that it has the authority (1) to terminate, and shall terminate as of the Effective Date of this Ordering Document, the Existing Licenses (Terminated) columns in Exhibit A.; (2) to bind and make decisions, and enter into and implement the migration option agreed to herein, on behalf of all entities within the U.S. Navy, and upon exercise of this option, all U.S. Navy entities shall be bound by terms and conditions of this Ordering Document; and (3) to accept any Technical Support credit for the unused Technical Support associated with such terminated licenses.

G. **Outsourcing.** The U.S. Navy may relocate the Program licenses acquired herein to a third party ("Outsourcing Contractor"), provided that: (1) the Outsourcing Contractor agrees in writing to the terms and conditions of the Ordering Document identified herein, (2) the Program licenses are designated for use for the U.S. Navy operations only and (3) the Outsourcing Contractor is not a direct competitor to Oracle. In the event of any such relocation, advance written notice from the Customer to Oracle is required, and the Outsourcing Contractor must be counted in the next annual verification.

H. **Temporary Use.** In the event of declared war or national mobilization, there shall be no limit on the number of licenses for the Programs for temporary use by the U.S. Navy to support its operations. Within a reasonable timeframe after the conclusion of the war or national mobilization, the U.S. Navy shall return to the Program license limitations set forth herein. This temporary use is only for Programs licensed on this Ordering Document or pursuant to an option in this Ordering Document.

I. **Conversion Option.** For a period of one year from the Effective Date of this Ordering Document, Customer may convert Named User License Types to Processor License Types at a ratio of 50 Named Users to 1 Processor and vice versa (1 Processor to 50 Named Users) for Enterprise Edition Options licenses, Enterprise Managers licenses, and Internet Application Server licenses, provided such Programs are available in production release when conversion option is exercised and provided that Customer has continuously maintained Technical Support for the Programs licensed under this Ordering Document. In no event shall Customer be entitled to any refund or other consideration and Oracle shall not have any shipping obligation should Customer elect to exercise the conversion option set forth in this section. For any database licensed, Enterprise Edition Options and Enterprise Managers set forth below, must match actual Oracle Database Enterprise Edition usage on a server-by-server basis.

III TECHNICAL SUPPORT

A. <u>Service Commencement Date</u>. Product Support and Update Subscription Service (Software Updates) acquired hereunder commence upon the Effective Date of this Ordering Document.

B. <u>Invoicing of Technical Support Fees</u>. Technical Support fees for Product Support and Update Subscription Service (Software Updates) are invoiced quarterly in arrears.

C. <u>Technical Points of Contact</u>. Customer may designate additional technical contacts up to a maximum of 300 primary and 600 backup technical contacts for all licensed Programs governed by this Ordering Document. The term "technical contact" is defined in Oracle's Technical Support Policies.

D. <u>Renewal of Service</u>. Customer may renew Product Support and Update Subscription Service (Software Updates) for the Program licenses set forth in Exhibit C for the support periods and at the Technical Support fees set forth below:

Support Period	Fee for Product Support and Update Subscription Service (Software Updates)**
October 1, 2005 to September 30, 2006	*RESERVED*
October 1, 2006 to September 30, 2007	*RESERVED*
October 1, 2007 to September 30, 2008	*RESERVED*
October 1, 2008 to September 30, 2009	*RESERVED*
October 1, 2009 to September 30, 2010	*RESERVED*
October 1, 2010 to September 30, 2011	*RESERVED*
October 1, 2011 to September 30, 2012	*RESERVED*
October 1, 2012 to September 30, 2013	*RESERVED*

** Fees are exclusive of any BPA related fees.

IV GENERAL TERMS

A. <u>Delivery and Installation</u>.

1. There is no delivery required under this Order Document; Customer acknowledges that Oracle has delivered to the location specified above, one (1) copy of the software media and one (1) set of Program Documentation (in the form generally available) for each Program listed in Exhibit C that is currently available in production release as of the Effective Date of this Ordering Document. Provided Customer continuously maintains Update Subscription Service (Software Updates), additional CD Packs for the Programs provided under this Ordering Document may be ordered through the Oracle Store at the standard CD Pack price. Customer agrees to pay applicable media and shipping charges. The following shipping terms shall apply: FOB Destination.

2. If Customer loses or damages the media containing a Program licensed hereunder, upon Customer's written notice Oracle will provide a replacement copy thereof, under Oracle's then-current Technical Support policies, for a media and shipping charge. Customer agrees to pay applicable media and shipping charges. The following shipping terms shall apply: FOB Destination.

3. For purposes of this Ordering Document, Applications and Tools Programs may also include any source code Oracle may provide as part of its standard shipment of such Programs, which source code is governed by the terms of the Agreement.

4. Customer shall be responsible for installation of the software.

EZO 1479650.anieto.10/13/04 ~rev g6

5. Program Availability. Customer agrees that they have not relied on the future availability of any Programs or releases in entering into the payment obligations of this Ordering Document.

B. Fees, Credit and Taxes.

1. All fees are due 30 days from the invoice date and shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.

2. The Technical Support fee set forth in Section I C.2. above reflects a credit of *RESERVED* as of September 30, 2004 for the unused Technical Support (Update Subscription Service (Software Updates) with Product Support) associated with the supported licenses that are either being renewed or terminated provided the invoices for such services have been paid in full. This Ordering Document does not relieve the Navy of its obligation under other maintenance contracts to pay *RESERVED* in backsupport which Customer represents is currently in process.

C. Segmentation. The Program licenses provided in this Ordering Document are offered separately from any other proposal for consulting services Customer may receive or has received from Oracle and does not require Customer to purchase Oracle's consulting services.

D. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, NOR ANY DAMAGES FOR LOSS OF PROFITS, REVENUE DATA, OR USE INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR IN TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. ORACLE'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS ORDERING DOCUMENT, AND IF SUCH DAMAGE RESULTS FROM THE USE OF THE PROGRAM OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID FOR THE RELEVANT PROGRAM OR SERVICES GIVING RISES TO THE LIABILITY PRORATED OVER A FIVE (5) YEAR TERM FROM THE DELIVERY DATE OF THE APPLICABLE LICENSE OR THE DATE OF THE PERFORMANCE OF THE APPLICABLE SERVICE. THE PROVISIONS OF THIS ORDERING DOCUMENT ALLOCATE THE RISKS BETWEEN CUSTOMER AND ORACLE. ORACLE'S PRICING REFLECTS THIS ALLOCATION OR RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.

V OTHER TERMS

Additional License Definitions - For purposes of this Ordering Document, the additional license definitions set forth in Exhibit D shall apply.

This quote is valid through November 19, 2004 and shall become binding upon execution by Customer and acceptance by Oracle.

DEPARTMENT OF NAVY	ORACLE CORPORATION
Signature: _[signature]_	Signature: _[signature]_
Name: __W. M. HUBER__	Name: __Craig Guarente__
Title: __Contracting Officer__	Title: __Vice President Global Contract Services__

Effective Date: October 1, 2004

Exhibit A – Migration

RESERVED

Exhibit B – Support

RESERVED

EXHIBIT C

License	Total Quantity	License Type
Oracle Database EE	630	Processor
Oracle Database EE	746,364	Shore-Based Personnel*
iAS EE	648	Processor
iAS EE	46,043	Named User *
Advanced Based Management	25	Financial User *
Advanced Inbound Telephony	16	Workstation *
Advanced Outbound Telephony	19	Workstation *
Advanced Security	450	Processor
Advanced Security	29,296	Named User *
Balanced Scorecard	1,231	Application User *
CDD Repository	31	Named User *
Change Mgmt Pack	4,244	Named User *
CODAYSL DBMS	176	Named User *
Collaboration Suite	850	Named User *
Diagnostics Mgmt Pack	501	Processor
Diagnostics Mgmt Pack	30,326	Named User *
Discoverer Desktop Ed	2,404	Named User *
Discoverer Desktop	44	Named User *
EDA/SQL	1	Computer
E-business Intelligence	15	Application User *
Email Center	55	Workstation
Express Analyzer	45	Named User *
Express Objects	26	Named User *
Express Server	750	Named User *
Field Service	2	Field Technician User *
Financials	253	Financial User *
Financials and Sales Analyzers	700	Application User
HR Intelligence	500	Person
Human Resources	22,200	Person
iAS SE	1	Processor
iDS	3,153	Named User *
iProcurement	7,058	Purchase Line
iSupplier Portal	3	Purchasing User *
iSupport	3	Processor

1

EXHIBIT C

Item	Quantity	Metric
Jdeveloper	6	Named User Plus *
Jdeveloper	3	Named User *
Label Security	52	Processor
Label Security	116	Named User*
Marketing	29	Marketing User *
Mobile Field Service	10	Field Technician *
Open Systems Gateway	2	Computer
Oracle Database Lite	1	Named User *
Oracle Database Personal Edition	14	Named User*
Partitioning	73	Processor
Partitioning	1,465	Named User *
Programmer	2	Named User Plus*
Programmer	1,016	Named User *
Purchasing	31	Purchasing User*
RAC	84	Processor
RAC	3,957	Named User*
RDB	2,096	Named User *
Scripting	15	Workstation
Service Online	10	Application User
Spatial	20	Processor
SS HR	600	Named User
SS Tutor for Applications	22,200	Person
TeleService	10,600	Employee
Training Administration	15	Application User
Tutor for Applications	16,500	Trainee
Transparent Gateway	1	Computer
Tuning Mgmt Pack	501	Processor
Tuning Mgmt Pack	21,964	Named User
Tutor for Applications	1,060	Application User

*This item is not on Oracle's GSA Schedule.

For ease of acquisition, Oracle and Customer agree to incorporate herein by reference and make applicable to this item the terms and conditions of Oracle's GSA Schedule, without regard to its prices and discounting provisions.

EXHIBIT D

Definitions and License Metrics

Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle Programs.

$M Annual Transaction Volume: is defined as one million U.S. dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by Customer and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Applications National Language Support (NLS) Supplement CD Packs
Please be advised that only a subset of the products included on an Applications NLS Supplement CD Pack have been translated.
For existing supported customers, MetaLink has information on which products have been translated for the supported languages (http://metalink.oracle.com).
For new or unsupported customers, please contact your Oracle Account Manager for this information.

Application User, Enterprise Asset Management (EAM) User, Field Sales User, Financials User, Inventory/Shipping User, Marketing User, Manufacturing User, Purchasing User, Telesales User,: is defined as an individual authorized by Customer to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. If Customer licenses the Self Service Work Request option in conjunction with EAM, Customer is required to maintain licenses for the equivalent number of EAM Users licensed and

Customer is granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for Customer's entire employee population.

Application Read-Only User: is defined as an individual authorized by Customer to run only queries or reports against the following application Programs for which Customer has also acquired non-read only application user licenses: Financials, Purchasing, Project Costing, Sales Contracts, Service Contracts, Project Contracts, Discrete Manufacturing and Process Manufacturing.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12 month period. Customer may not exceed the licensed number of CRF Pages during any 12 month period unless Customer acquire additional CRF Page licenses from Oracle.

Collaboration Program User: is defined as an individual authorized by Customer to use the Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. For the purposes of counting and licensing the number of Web Conferencing users, a Collaboration Program User within Customer's company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to Customer's company and attending a web conference are not required to be licensed.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the Programs. The term Compensated Individual includes, but is not limited to, Customer employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the Programs are installed. A Computer license allows Customer to use the licensed Program on a single specified computer.

$M Cost of Goods Sold: is defined as one million U.S. dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to Customer then Cost of Goods Sold shall be equal to 75% of total company revenue.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Order Management application from any source (not manually entered by licensed Order Management Users, Professional Users, Professional Users 2003 or Professional Users 2003 - External) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. Customer may not exceed the licensed number of order lines during any 12 month period.

Employee: is defined as an active employee of Customer. (*note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of Customer active employees must be included in Customer order when licensing these applications.*)

Employee User: is defined as an individual authorized by Customer to use the application Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

Customer's human resource personnel that require access to the Oracle Self Service Human Resources program may not be licensed as Employee Users, but must be licensed as Professional Users. Additionally, Customer's technical support personnel that require access to the Oracle iSupport program may not be licensed as Employee Users, but must be licensed as Professional Users.

Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. Customer may not exceed the licensed number of expense reports during any 12-month period.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by Customer, including the dispatchers, to the field using the Programs.

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in Customer's institution and any part-time student enrolled in Customer's institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Customer's policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

Hosted Named User: is defined as an individual authorized by Customer to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

iLearning Subscription: is defined as a web based learning environment that is made available to Customer subject to the terms of this agreement and Oracle's iLearning Subscription Policies. Oracle's iLearning Subscription Policies may be accessed at http://oracle.com/contracts, and may be updated by Oracle from time to time without notice to Customer.

Implementation Services, Packaged Methods, Architecture Services, Accelerator Services, Assessment Services and Workshops
Each Implementation Service, Packaged Method, Architecture Service, Accelerator Service, Assessment Service and Workshop is provided subject to the statement of obligation for that particular offering and Oracle's consulting services policies. Oracle's consulting services policies may be accessed at: http://oracle.com/contracts, and are subject to change.

1K Invoice Line: is defined one thousand invoice line items processed by the Program during a 12 month period. Customer may not exceed the licensed number of Invoice Lines during any 12 month period unless Customer acquires additional Invoice Line licenses from Oracle.

Learning Credits: may be used to acquire education products and services offered in the Oracle University online catalogue which may be accessed at http://oracle.com/contracts under the terms specified therein. Learning Credits may only be used to acquire products and services at the list price in effect at the time Customer orders the relevant product or service, and may not be used for any product or service that is subject to a promotional discount. Learning Credits are valid for a period of 12 months from the date Customer's order is accepted by Oracle, and Customer must acquire products and must use any acquired services prior to the end of such period. Customer may only use Learning Credits in the country in which Customer acquired them, may not use them as a payment method for additional Learning Credits, and may not use different Learning Credit accounts to acquire a single product or service. Customer may be required to execute standard Oracle ordering materials when using Learning Credits to order products or services.

$M in Managed Assets: is defined as one million U.S. dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the Program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the Program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the Program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the Program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the Program, then sold within the previous 12 months.

Membership: is defined as an individual authorized by Customer to access the hosted service, regardless of whether the individual is accessing the hosted service at any given time.

Module: is defined as each production database running the Programs.

Named User Plus: is defined as an individual authorized by Customer to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non human operated device will be counted as a Named User Plus in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. Customer is responsible for ensuring that the Named User Plus per Processor minimums are maintained for the Programs contained in the user minimum table in the Licensing Rules section; the minimums table provides for the minimum number of Named Users Plus required and all actual users must be licensed.

Non Employee User – External: is defined as an individual, who is not Customer's employee, contractor or outsourcer, authorized by Customer to use the application Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

Oracle Finance Division Contract: is a contract between Customer and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under your order.

Oracle University Online Library Service: the Oracle University Online Library service is a web based learning environment that is made available to Customer subject to the terms of the Agreement and Oracle University's Online Library Hosting Access Policies. Oracle University's Online Library Hosting Access Policies may be accessed at http://oracle.com/contracts, and may be updated by Oracle from time to time without notice to Customer. Customer acknowledges that Customer will create and activate an administrator account and password and that the Oracle University Online Library service is available on http://www.oracle.com/education/oln. The term of Customer's Oracle University Online Library service shall be one year from the Effective Date of Customer's order (except the Oracle University Premium Online Library service available in the courses and languages specified at http://www.oracle.com/education/oln, the term for which shall be six months from the Effective Date of Customer's order). At the end of the term, the Oracle University Online Library service may be renewed for an additional term of the same length at the then current Oracle University Online Library service rates by contacting Customer's local OracleEducation Sales Office. If Customer chooses not to renew, all rights to use the Oracle University Online Library service shall cease. Notwithstanding anything to the contrary in the agreement, Oracle does not warrant that the Oracle University Online Library service will be provided uninterrupted or error-free.

Order Line: is defined as the total number of order entry line items processed by the Program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote, and may also be automatically generated by the Oracle Configurator. Customer may not exceed the licensed number of Order Lines during any 12 month period unless Customer acquires additional Order Line licenses from Oracle.

Order Management User: is defined as an individual authorized by Customer to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. Order Management Users are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately.

Orders: is defined as the total number of distinct orders for all Programs that are a part of Electronic Orders, entered electronically (not manually entered by licensed professional users) through EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing, during a 12 month period. Customer may not exceed the licensed number of orders during any 12 month period.

Partner Organization: is defined as an external third party business entity that provides value-added services in marketing and selling Customer's products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Person: is defined as Customer's employee or contractor who is actively working on behalf of Customer's organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the application. For Project Resource Management, a person is defined as an individual who is scheduled on a project. For Internet Time, a person is defined as an individual who is charging time to a project via the application. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

Primary Usage: is defined as each licensed user of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each licensed user is counted only once based on primary usage. Customer must specify how many users Customer is licensing for each application. Primary Usage of one of the applications listed above provides the licensed user with the right to use any or all of the other application Programs listed above for which Customer is licensed. Primary Usage does not provide Customer with the right to use other application Programs including the extensions or options to the application Programs listed above.

Processor: shall be defined as all processors where the Oracle Programs are installed and/or running. Programs licensed on a Processor basis may be accessed by Customer's internal users (including agents and contractors) and by third party users. For the purposes of counting the number of processors which require licensing, a multicore chip with "n" processor cores shall be counted as "n" processors. For the Healthcare Transaction Base program, only the processors on which Internet Application Server Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator Programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program are running are counted for the purpose of determining the number of licenses required for the licensed program; under these licenses Customer may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running. With respect to the Customer Data Hub program, in determining the number of licenses required, only processors on which both Oracle Database Enterprise Edition and the Customer Data Hub Program are running in production shall be counted.

Professional User: is defined as an individual authorized by Customer to use the application Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time. For the purposes of Order Management, Advanced Pricing and Purchasing, Professional Users are allowed to manually enter orders directly into these Programs but any orders transmitted or executed electronically (via EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing) must be licensed separately.

Professional User – External : is defined as an individual, who is not Customer's employee, contractor or outsourcer, authorized by Customer to use the application Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time. For the purposes of Order Management, Advanced Pricing and Purchasing, Professional Users – External are allowed to manually enter orders

directly into these Programs but any orders transmitted or executed electronically (via EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing) must be licensed separately.

Professional User 2003: is defined as an individual authorized by Customer to use the application Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time. Professional Users 2003 are allowed to manually enter orders directly into the Programs but any orders entered electronically into Order Management from other sources must be licensed separately.

Professional User 2003 – External: is defined as an individual, who is not Customer's employee, contractor or outsourcer, authorized by Customer to use the application Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time. Professional Users 2003 – External are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately.

Program Documentation: is defined as the program user manual and program installation manuals.

Purchase Line: is defined as the total number of purchase line items processed by the application during a 12 month period. Multiple purchase lines may be created on either a requisition or purchase order or may be automatically generated by other Oracle Application Programs. For iProcurement, Purchase Lines are counted as all line items on an approved requisition created in iProcurement. For Purchasing Intelligence, Purchase Lines are counted as the line items on purchase orders processed through this application. This does not include communication on the same purchase order. For each application, Customer may not exceed the licensed number of Purchase Lines during any 12 month period unless Customer acquires additional Purchase Line licenses from Oracle. Customer may acquire a different number of Purchase Line licenses for each program (the number of Purchase Lines for iProcurement could be a smaller number than for Purchasing Intelligence).

$M in Revenue: is defined as one million U.S. dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by Customer during a fiscal year.

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Service Order Line: is defined as the total number of service order entry line items processed by the program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. Customer may not exceed the licensed number of Service Order Lines during any 12 month period unless Customer acquires additional Service Order Line licenses from Oracle.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by Customer for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If Customer's business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. $1,000 increment of Customer's gross annual revenue as reported to the SEC in Customer's annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

System: shall be defined as each distinct production database. Test, development, failover and standby databases are not required to be licensed as systems; however, Customer may run the Program on these databases.

Technical Reference Manuals

Technical Reference Manuals ("TRMs") are Oracle's confidential information. Customer shall use the TRMs solely for Customer's internal data processing operations for purposes of: (a) implementing applications Programs, (b) interfacing other software and hardware systems to the applications Programs and (c) building extensions to applications Programs. Customer shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose.

Customer shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. Customer agrees: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as Customer exercises to safeguard the confidentiality of Customer's most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with Customer's employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct Customer's employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of Customer's employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on Customer's premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to Customer "as-is" without any warranty of any kind. Upon termination, Customer shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Trainee: is defined as an employee, contractor, student or other person who is being recorded by the program.

Workstation: is defined as the client computer from which the Programs are being accessed, regardless of where the Program is installed.